

SERIAL 98182 -X

AIR CONDITIONING, HEATING, AND VENTILATING: EQUIPMENT PARTS,

Page 1 of 22

JANUARY 31, 2004

JANUARY 31, 2003

31,2002

CONTRACT PERIOD THROUGH JANUARY 31, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for , AIR CONDITIONING, HEATING, AND VENTILATING: EQUIPMENT PARTS, AND ACCESSORIES; AIR CONDITIONING AND HEATING; CENTRAL UNITS, AND PARTS AND ACCESSORIES; EVAPORATIVE COOLERS [AKA HVAC PARTS, TOOLS, UNITS AND EVAPORATIVE COOLERS & PARTS

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JANUARY 20, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/cl
Attach

Copy to: Clerk of the Board
Steve Varscsak, James Foley, FMD
Sharon Tohtsoni, Materials Management

**SPECIFICATIONS ON CALL FOR BID FOR: HVAC PARTS, TOOLS, UNITS AND EVAPORATIVE COOLERS
& PARTS**

The intent of this Call for Bids is to establish an annual pricing agreement for **HVAC PARTS, TOOLS, UNITS AND EVAPORATIVE COOLERS & PARTS** specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents.

1.0 TECHNICAL SPECIFICATIONS:

1.1 INTENT:

This call for bids is to establish a source for HVAC Parts, Tools & A/C Units. In addition to the purchase of HVAC parts and tools, this contract shall be used for the purchase of:

- a) Window units up to 2 tons
- b) Package units up to 30 tons
- c) Evaporative Coolers up to 12,000_ CFM's;

Vendor may bid on all or part of the aforementioned.

Maricopa County's annual Expenditure for these items is approximately \$400,000.00 a year.

- 1.2** Products purchased by the County shall carry a warranty of 90 days, or longer if manufacturer offers such against defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the vendor for prompt replacement with merchandise meeting the standards listed herein. Should the vendor not meet this condition, the County shall obtain its requirements on the open market and the vendor shall be obligated to assume excess costs, if applicable.

- 1.3** Replacement parts/supplies shall be new, not used or rebuilt.

1.4 BRAND NAMES:

Specific brand names or types have been used to describe products in this call for bids. Wherever these names occur the phrase "or equal" applies.

1.5 DELIVERY:

Delivery is required F.O.B. Destination within 7 days for products common to the industry. The County will pay shipping for special order products not common to the industry, for these items delivery shall be 14 days. The County reserves the option to pickup stocked items.

1.6 STOCK:

The Vendor shall be expected to locally stock sufficient quantities, as may be necessary to meet the County's need, based on quantities estimated in this bid.

1.7 AVAILABILITY:

It shall be the vendor's responsibility to meet the County's delivery requirements, even if the vendor finds it necessary to purchase on the open market or to incur additional freight costs. Maricopa County reserves the right to obtain material on the open market in the event the vendors fails to make delivery and any price differential will be charged against the vendor.

- 1.8** Vendor is required to maintain an inventory within the Phoenix Metropolitan area.

1.0 TECHNICAL SPECIFICATIONS: (Continued)

1.9 PACKING SLIPS:

The packing slip or other suitable shipping document shall accompany each shipment and shall contain the following information:

- a) The contract serial number
- b) Purchase order number
- c) Name of person receiving or placing order
- d) Catalog number(s) for each line item purchased, as shown in the price list referenced in your bid.
- e) Description for each line item purchased, as shown in the price list referenced in your bid. (No substitutions allowed)
- f) Quantity
- g) List price from the vendor's submitted catalog
- h) Discount price as bid
- i) Discounted Unit Price
- j) Extended dollar amount
- k) Total

All packing slips for items purchased through additional pricing shall include list price percentage discount and discounted unit price. Packing slips not disclosing the above information shall be returned to the Vendor for the necessary corrections and may result in delays in the processing of payments.

CAN COMPLY_____ **CANNOT COMPLY (EXPLAIN DEVIATIONS)**_____

1.10 INVOICING:

In an effort to process invoices more quickly and insure prompt payment, as well as facilitate necessary audit procedures, Maricopa County requires that all vendors include the following information on all Invoices submitted for payment:

- a) The contract serial number
- b) Purchase order number
- c) Name of person receiving or placing order
- d) Catalog number(s) for each line item purchased, as shown in the price list referenced in your bid.
- e) Description for each line item purchased, as shown in the price list referenced in your bid.
- f) Quantity
- g) List price from the vendor's submitted catalog
- h) Percent of Discount price as bid
- i) Discounted Unit Price
- j) Extended dollar amount
- k) Tax
- l) Freight *
- m) Total

CAN COMPLY_____ **CANNOT COMPLY (EXPLAIN DEVIATIONS)**_____

* **FREIGHT:** If freight is applied on an invoice(s) the following requirements are to be indicated on the invoice(s):

- 1. Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s).
- 2. Full name of the using agency employee authorizing this method of delivery.

Invoices not disclosing the above information shall be returned to the Contractor(s) for the necessary corrections.

Questions regarding billing or invoicing shall be directed to the using agencies accounts payable division.

1.0 TECHNICAL SPECIFICATIONS: (Continued)

1.11 BLANKET/DISCOUNT PRICING - SUPPORTIVE DOCUMENTS

This call for bids includes a **requirement** for blanket discount pricing covering the manufacturers listed in blanket pricing section. The vendor shall include discount pricing on additional items not shown on pricing pages, if applicable.

Vendors are required to supply three (3) sets of dated (as listed on the pricing page) pricing documents (catalogs and/or price lists) for those items and/or manufacturers bid. Furthermore, Maricopa County may request additional copies of these pricing documents for use by major using departments for ordering, pricing, and audit functions. Vendors who do not follow this requirement shall be considered non-responsive.

2.0 STANDARD TERMS & CONDITIONS:

2.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Vendors signify their understanding and agreement by signing this document, that this is a requirements contract based on the County's best usage estimates.

It only indicates that if purchases are made for the commodities or services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

2.2 CONTRACT LENGTH:

This call for bids is for awarding a firm, fixed price purchasing contract to cover a (2) year period.

2.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of Three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

2.4 CURRENT PRICING/RESPONSIBILITY:

It is the responsibility of the successful vendor to advise the Maricopa County Materials Management Department of any changes, which may affect pricing, catalogs, delivery or any condition of this contract. All requests shall be in writing and shall be tendered with a minimum of thirty (30) days notice. This notice in no way obligates the County to accept any change to the awarded contract. No changes to the existing contract will become effective until approved in writing by the Maricopa County Materials Management Department.

2.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant agreement for convenience by providing 60 calendar days advance notice to the vendor.

2.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

2.7 APPROPRIATION CONTINGENCY:

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year (July 1 - June 30) shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

2.0 STANDARD TERMS & CONDITIONS: (Continued)

2.8 SUBCONTRACTING:

The Vendor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

2.9 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

2.10 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

2.11 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using agencies shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

2.12 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

2.13 FINANCIAL STATUS:

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

2.14 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

2.0 STANDARD TERMS & CONDITIONS: (Continued)

2.15 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

2.16 BID PROTESTS AND DISPUTE RESOLUTION:

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MCI -905, MCI -906, respectively, of the Maricopa County Procurement Code.

2.17 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

2.18 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

2.19 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel.

2.20 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record, in accordance with MCI-406.

2.21 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MCI-905, to secure an administrative determination on this point.

2.22 AWARD:

The award will be made to the lowest responsive/responsible bidder, however, the County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

2.23 MULTIPLE AWARD:

The County reserves the right to award too more than one (1) supplier. Multiple awards may be made on the basis of a primary and secondary supplier. The primary supplier shall furnish the County requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary supplier shall be final and conclusive

Where awards have been made on the basis of (P) primary and (S) Secondary suppliers, user shall procure needed parts from the primary contractor except:

2.23.1 When primary supplier can not furnish on a timely basis to complete a job.

2.23.2 When it is more cost/time effective to procure from secondary supplier because of proximity of vendor location to job site.

In the event the primary supplier can not furnish parts when needed and the secondary supplier is utilized, a memo explaining the circumstances shall be forwarded with the requisition to document vendor performance.

2.0 STANDARD TERMS & CONDITIONS: (Continued)

2.24 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

2.25 POST-AWARD MEETING:

The successful Contractor(s) will be required to attend a post-award meeting with the using agency for discussion of the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of this contract.

2.26 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

2.26.1 Cancel the contract, if it is currently in effect.

2.26.2 Determine the amount, which the County was overcharged and submit a request for payment from the vendor for that amount.

2.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

2.27 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

2.28 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

2.29 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

2.0 STANDARD TERMS & CONDITIONS: (Continued)

2.30 INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the County, its officers, and employees, hereinafter referred to as indemnitee, from all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, cost or claims, of any character including without limitation, injury to or death of any and all persons or property damage sustained and caused by any act, omission, neglect, or misconduct of contractor or on account of any action, claim or amount arising or recovered under Workmen's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage.

2.31 ORDERING AUTHORITY:

Vendor(s) should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00.** No other request is valid.

2.32 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials which meet the specifications or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive non-material deviations. Failure to adequately detail any proposed deviation may be grounds for rejection of the entire bid/proposal.

2.33 EMPLOYEE PRICING:

Vendors are requested to include with their bids/proposals/quotes the amount of any discounts they are willing to offer to Maricopa County Employees. The amount of the offered discount, if any, will not be considered in evaluating bids/proposals/quotes to determine which vendor has offered the lowest price or which proposal is determined to be in the best interest of Maricopa County. The County does not want vendors to offer any discount to County Employees that would negatively impact the pricing the vendors offered to Maricopa County for its purchases. Should the vendors have any questions regarding this request, please contact AL MAREK at (602) 506- 3243

2.34 VENDOR/BIDDER REVIEW OF DOCUMENTS:

Vendor/bidder shall review their bid submission to assure the following documents are properly completed.

1. One (1) original and one (1) copy of all submissions is MANDATORY.
2. Vendor proposal column/section, MANDATORY.
3. Pricing pages, MANDATORY.
4. Mix designs for each mix submitted, MANDATORY.
5. Year 2000 Contract Compliance statement and Agreement page.
6. Bid bond if required.

2.35 INQUIRIES:

Questions concerning this bid should be directed to:

AL MAREK
Department of Materials Management

Telephone: (602) 506-3243

SERIAL 98182-X

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

3.2 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A vendor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.3 AMPLIFYING DATA:

Should any bidder wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).

3.4 GUARANTEE:

All equipment, units and components shall be guaranteed in accordance with the following clauses:

Guarantee that the equipment offered is free from defects in design and construction and that it will give continuous and efficient service under normal conditions for a minimum period of twelve (12) months or OEM warranty, whichever is greater from date of delivery.

Guarantee that the equipment is the manufacturer's standard design in construction and that no changes or substitutions have been made.

Guarantee and agree to replace promptly without cost of any nature to the County during the warranty period any and all parts failing because of defects in design and/or construction excepting those parts that may fail as a result of accident, fire, or negligence on the part of the operating personnel ("Promptly" in this case is defined to mean **within 72-hours** from time of demand).

3.5 LITERATURE:

Technical and descriptive literature must accompany bids.

AM/slt

cc: James Foley, FEMD

BURKE ENGINEERING CO., 2331 W. HOLLY STREET, PHOENIX AZ 85009

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 1 – BLANKET PRICING:

	Manufacturer/Company Published Price List of Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq. List, Jobber, etc.)	% Discount Off Price Column
1.	Advanced Control Tech	1998	LEVEL - 1	10
2.	Alco	ARH 1-16-98	LIST	55
5.	Armstrong	ARH 1-19-98	LIST	29
7.	Asco	ARH 10-23-98	COL. 1	15
8.	Barber-Colman	ARH 2-13-98	LIST	55
9.	Bell & Gossett	ARH 1-30-98	LIST	5
11.	Bristol Compressors	ARH 1-30-98	LIST	54
13.	Climatrol	4-1-97	LIST	1
14.	Copeland	ARH 4-25-97	LIST	2
17.	Fedders	4-1-97	LIST	2
18.	Furnas Electric Controls	ARH 11-7-97	LIST	2
19.	Gates	ARH 5-10-96	TRADE	18
20.	General Electric	SEE MARS	---	SEE MARS
23.	Hoffman	ARH 1-30-98	LIST	20
24.	Honeywell	ARH 1-3-98	LIST	56
27.	Johnson Controls	ARH 1-16-98	LIST	60
28.	Landis Staffa	JULY 1998	LIST	55
30.	Little Giant	ARH 6-5-98	COL. 1	12
31.	Mars	3-2-98	LIST	60

32.	McDonnell & Miller	<u>ARH 11-6-98</u>	<u>LIST</u>	<u>37</u>
33.	Mercoid	<u>6-98</u>	<u>LIST</u>	<u>0</u>

BURKE ENGINEERING CO., 2331 W. HOLLY STREET, PHOENIX AZ 85009

4.0 PRICING:

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BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 1 – BLANKET PRICING:

	Manufacturer/Company Published Price List of Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq. List, Jobber, etc.)	% Discount Off Price Column
37.	Powers	<u>(same as Landis & Staefa) JULY 1998</u>	<u>LIST</u>	<u>55</u>
38.	Rheem	<u>ARH 11-7-97</u>	<u>LIST</u>	<u>30</u>
39.	Robert Shaw	<u>ARH 4-10-98</u>	<u>LIST</u>	<u>57</u>
40.	Robinair	<u>ARH 7-3-98</u>	<u>LIST</u>	<u>62</u>
43.	Sporlan	<u>ARH 1-31-97</u>	<u>LIST</u>	<u>2</u>
44.	Tecumseh	<u>ARH 5-9-97</u>	<u>LIST</u>	<u>50</u>
46.	White Rogers	<u>ARH 1-30-98</u>	<u>LIST</u>	<u>55</u>
48.	Others (PLEASE LIST ANY OTHER MANUFACTURER'S NOT LISTED THAT YOUR COMPANY OFFERS AND YOUR COMPANY'S OR STORE'S OWN CATALOG.)			
	<u>ERIE VALVES</u>	<u>SLP-498 4-5-98</u>	<u>LIST</u>	<u>59</u>
	<u>BEKO</u>	<u>ARH 1-2-97</u>	<u>LIST</u>	<u>59</u>

** ATTN: Vendors please do not write "CURRENT" on the line. Only the date of the catalog being bid is acceptable.

CAN COMPLY X CANNOT COMPLY (EXPLAIN DEVIATIONS)_____

2 % of discount off items not specifically listed in your contract.

TERMS:	NET 30
FEDERAL TAX ID NUMBER:	95-1959071
TELEPHONE NUMBER:	(602) 258-6578 800-287-5328
FAX NUMBER:	(602) 258-2043
CONTACT PERSON:	KRISTY SCOTT
VENDOR NUMBER:	951959071 A
CONTRACT PERIOD:	TO COVER PERIOD ENDING JANUARY 31, 2001–31,2002-2003 2004.

W.W. GRAINGER, 3231 W. VIRGINIA AVENUE 3120 E WASHINGTON ST, PHOENIX AZ 85009 85034

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 1 – BLANKET PRICING:

	Manufacturer/Company Published Price List of Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq. List, Jobber, etc.)	% Discount Off Price Column
1.	Advanced Control Tech	1999/390	EACH	5 – 30%
5.	Armstrong	1999/390	EACH	5 – 30%
7.	Asco	1999/390	EACH	5 – 30%
8.	Barber-Colman	1999/390	EACH	5 – 30%
11.	Bristol Compressors	1999/390	EACH	5 – 30%
13.	Climatrol	1999/390	EACH	5 – 30%
14.	Copeland	1999/390	EACH	5 – 30%
20.	General Electric	1999/390	EACH	5 – 30%
22.	Goulds	1999/390	EACH	5 – 30%
24.	Honeywell	1999/390	EACH	5 – 30%
26.	Janitrol	1999/390	EACH	5 – 30%
27.	Johnson Controls	1999/390	EACH	5 – 30%
29.	Lennox	1999/390	EACH	5 – 30%
34.	Myers	1999/390	EACH	5 – 30%
35.	Peabody Baenes	1999/390	EACH	5 – 30%
38.	Rheem	1999/390	EACH	5 – 30%
39.	Robert Shaw	1999/390	EACH	5 – 30%
40.	Robinair	1999/390	EACH	5 – 30%
46.	White Rogers	1999/390	EACH	5 – 30%

W.W. GRAINGER, 3231 W. VIRGINIA AVENUE, PHOENIX AZ 85009

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 1 – BLANKET PRICING:

	Manufacturer/Company Published Price List of Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq. List, Jobber, etc.)	% Discount Off Price Column
48.	Others (PLEASE LIST ANY OTHER MANUFACTURER'S NOT LISTED THAT YOUR COMPANY OFFERS AND YOUR COMPANY'S OR STORE'S OWN CATALOG.)			
	DAYTON	1999/390	EACH	5 – 30%
	BROWNING	1999/390	EACH	5 – 30%

GROUP 3 - PACKAGED UNITS:

1.	Reem	1999/390	EACH	5 – 30%
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** ATTN: Vendors please do not write “CURRENT” on the line. Only the date of the catalog being bid is acceptable.

CAN COMPLY X CANNOT COMPLY (EXPLAIN DEVIATIONS) _____

_____ 15 % of discount off items not specifically listed in your contract.

TERMS:	NET 30
FEDERAL TAX ID NUMBER:	36-115028 36-1150280
TELEPHONE NUMBER:	(602) 269-3115 602/273-6868
FAX NUMBER:	(602) 272-5765 602/267-9107
CONTACT PERSON:	SHERI BOUTON-TERRITORY SANDY ABEL
VENDOR NUMBER:	36115028 361150280 B
CONTRACT PERIOD:	TO COVER PERIOD ENDING JANUARY 31, 2001 – 31, 2002-2003, 2004

REFRIGERATION SUPPLIES DISTRIBUTOR (RSD)/ TOTAL CONTROL, 26021 ATLANTIC OCEAN DRIVE, LAKE FOREST CA 92630

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 1 – BLANKET PRICING:

	Manufacturer/Company Published Price List of Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq. List, Jobber, etc.)	% Discount Off Price Column
1.	Advanced Control Tech	1-6-98	LIST	-55
5.	Armstrong	10-98	LIST	-25
7.	Asco	10-19-98	LIST	NET
8.	Barber-Colman	2-98	LIST	-56
9.	Bell & Gossett	1-26-98	LIST	PUMPS -25; PARTS -15
14.	Copeland	1-2-98	LIST	-25
18.	Furnas Electric Controls	10-97	LIST	-51
19.	Gates	3-98	LIST	-30
20.	General Electric	8-97	LIST	-60
21.	Goettle	1-1-98	TRADE	NET
23.	Hoffman	1-26-98	LIST	-25
24.	Honeywell	1-3-98	BASE	-56
26.	Janitrol	2-98	TRADE	NET
27.	Johnson Controls	1-1-98	LIST	-56
28.	Landis Staffa	7-98	LIST	-56
30.	Little Giant	1-98	LIST	-25
31.	Mars	8-97	LIST	-50
32.	McDonnell & Miller	1-26-98	LIST	-25
33.	Mercoid	8-97	LIST	NET

REFRIGERATION SUPPLIES DISTRIBUTOR (RSD)/ TOTAL CONTROL, 26021 ATLANTIC OCEAN DRIVE, LAKE FOREST CA 92630

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 1 – BLANKET PRICING:

	Manufacturer/Company Published Price List of Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq. List, Jobber, etc.)	% Discount Off Price Column
39.	Robert Shaw	4-6-98	DEALER	-10
40.	Robinair	1-98	DEALER	NET
43.	Sporlan	12-96	TRADE	-10
44.	Tecumseh	4-98	LIST	-60
46.	White Rogers	1-12-98	LIST	-56
47.	York	1-2-98	TRADE	NET

GROUP 2 - EVAPORATIVE COOLER (UNITS & PARTS):

3.	Geotl	1-1-98	TRADE	NET
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GROUP 3 - PACKAGED UNITS:

4.	York	1-2-98	TRADE	NET
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** ATTN: Vendors please do not write "CURRENT" on the line. Only the date of the catalog being bid is acceptable.

Duct work fabrication: \$ N/A /per hr.
Cost plus on part N/A %

Does your company offer a 24-hr hotline number for emergency (after hours) orders? YES

Emergency contact person: SHARED RESPONSIBILITY
Emergency contact phone number: (877) 773-2676 (602) 220-8346, PAGER

Does your Company offer maintenance/repair training for newly purchased units? NO \$ /hourly rate for training

Delivery: YES
Number of Deliveries per day: N/A

STOCK: NEW & USED 0

Time Restriction on Return of Parts:6 MONTHS

Restocking Charge on Returned Parts: SPECIALS: CAN VARY BY MFGR.

REFRIGERATION SUPPLIES DISTRIBUTOR (RSD)/ TOTAL CONTROL, 26021 ATLANTIC OCEAN DRIVE, LAKE FOREST CA 92630

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

Minimum Order (if any): NONE Minimum Delivery (if any) N/A

Does pricing extend to County employees? X Yes No **(MUST BE PAID IN CASH)**

Vendor to indicate if other governmental agencies may purchase against this contract. X Yes No

F.O.B. Destination in accordance with **paragraph 1.5.** X Yes No

Expedited Delivery: (See paragraph 1.5)

1 to 2 days: Add 20 % or

Site Locations:	<u>2728 2738 W. WELDON</u>	<u>PHOENIX</u>	<u>(602) 264-1055</u>
	Street Address	City	Phone Number

Site Locations:	<u>3630 E. Chipman, #1</u> <u>3801 E. ROESER ROAD, #2</u>	<u>PHOENIX</u>	<u>(602) 437-0776</u>
	Street Address	City	Phone Number

CAN COMPLY X **CANNOT COMPLY (EXPLAIN DEVIATIONS)**

5 % of discount off items not specifically listed in your contract.

TERMS:	NET 30
FEDERAL TAX ID NUMBER:	95-1262130
TELEPHONE NUMBER:	(949) 380-1000
FAX NUMBER:	(949) 380-9555
CONTACT PERSON:	JOE RANSFORD
VENDOR NUMBER:	951262130
CONTRACT PERIOD:	TO COVER PERIOD ENDING JANUARY 31, 2001 – 31, 2002-2003 2004.

WEBB DISTRIBUTORS, 8320 84TH N. 67TH AVENUE, GLENDALE AZ 85302

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 1 – BLANKET PRICING:

	Manufacturer/Company Published Price List of Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq. List, Jobber, etc.)	% Discount Off Price Column
3.	Amana	<u>10-5-98</u>	<u>LEFT COLUMN</u>	<u>12%</u>
6.	Arvin/AdobeAir	<u>5-1-98 STATE CONTRACT #01675AA</u>	<u>NET</u>	<u>0%</u>
11.	Bristol Compressors	<u>1-1-98</u>	<u>LIST</u>	<u>59.7%</u>
20.	General Electric	<u>11-1-98</u>	<u>NEW MAP</u>	<u>9%</u>
21.	Goettle	<u>2-98</u>	<u>LIST</u>	<u>52.5%</u>
24.	Honeywell	<u>1-3-98</u>	<u>BASE</u>	<u>50%</u>
26.	Janitrol	<u>3-27-98</u>	<u>“W”</u>	<u>12%</u>
30.	Little Giant	<u>1-1-98</u>	<u>LIST</u>	<u>48.25%</u>
39.	Robert Shaw	<u>4-6-98</u>	<u>DEALER</u>	<u>15.5%</u>
40.	Robinair	<u>1-1-98</u>	<u>DEALER</u>	<u>9%</u>
46.	White Rogers	<u>1-12-98</u>	<u>LIST</u>	<u>52.2%</u>
48.	Others (PLEASE LIST ANY OTHER MANUFACTURER'S NOT LISTED THAT YOUR COMPANY OFFERS AND YOUR COMPANY'S OR STORE'S OWN CATALOG.)			
	<u>WEBB DISTRIBUTORS</u> <u>WHOLESALE CATALOG</u>	<u>1998</u>	<u>WHOLESALE</u>	<u>10%</u>

* ATTN: Vendors please do not write “CURRENT” on the line. Only the date of the catalog being bid is acceptable.

GROUP 2 - EVAPORATIVE COOLER (UNITS & PARTS):

1.	Mastercool	<u>5-1-98 STATE CONTRACT #01675AA</u>	<u>NET</u>	<u>0%</u>
3.	Geottl	<u>2-98</u>	<u>LIST</u>	<u>52.5%</u>

WEBB DISTRIBUTORS, 8320 84TH N. 67TH AVENUE, GLENDALE AZ 85302

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 4 - HVAC TOOLS:

	DESCRIPTION	YEARLY EST QUANTITY	PRICE	STOCKED ITEMS (Y/N)
1.	Gauge Set- 4 – way, 4 valve manifold 3/8 Vac Port, Diaphragm type valves, swivel hanger, UL required.	<u>3</u>	\$ <u>90.45</u> /ea.	<u>N</u>
2.	Service Valve Tools	<u>3</u>	\$ <u>34.06</u> /ea.	<u>Y</u>
3.	Aviation Snipes Right (WISS Model M-2R or equal)	<u>5</u>	\$ <u>17.04</u> /ea.	<u>Y</u>
4.	Aviation Snipes Left (WISS Model M-1 R or equal)	<u>5</u>	\$ <u>17.04</u> /ea.	<u>Y</u>
7.	Hand Held Digital Multimeter Fluke Model 23/77 or equal	<u>3</u>	\$ <u>161.10</u> /ea.	<u>N</u>

GROUP 5 - FAN BELTS:

1.	A36 (V-Belt) Goodyear or equal	<u>4</u>	\$ <u>1.94</u> /ea.	<u>N</u>
2.	A37 (V-Belt) Goodyear or equal	<u>4</u>	\$ <u>1.95</u> /ea.	<u>N</u>
3.	A40 (V-Belt) Goodyear or equal	<u>4</u>	\$ <u>2.13</u> /ea.	<u>Y</u>
4.	A57 (V-Belt) Goodyear or equal	<u>5</u>	\$ <u>2.67</u> /ea.	<u>Y</u>
5.	A61 (V-Belt) Goodyear or equal	<u>2</u>	\$ <u>2.98</u> /ea.	<u>N</u>
6.	A76 (V-Belt) Goodyear or equal	<u>4</u>	\$ <u>3.55</u> /ea.	<u>N</u>
7.	AX31 (V-Belt) Goodyear or equal	<u>4</u>	\$ <u>2.96</u> /ea.	<u>N</u>
8.	AX33 (V-Belt) Goodyear or equal	<u>2</u>	\$ <u>3.07</u> /ea.	<u>N</u>

WEBB DISTRIBUTORS, 8320 84TH N. 67TH AVENUE, GLENDALE AZ 85302

4.0 PRICING:

GROUP 5 - FAN BELTS: (continued)

DESCRIPTION	YEARLY EST QUANTITY	PRICE	STOCKED ITEMS (Y/N)
9. AX51 (V-Belt) Goodyear or equal	2	\$ 4.03 /ea.	N
10. AX24 (V-Belt) Goodyear or equal	3	\$ 5.36 /ea.	N
11. AX29 (V-Belt) Goodyear or equal	5	\$ 5.36 /ea.	N
12. B63 (V-Belt)Goodyear or equal	2	\$ 4.10 /ea.	N
13. B68 (V-Belt)Goodyear or equal	2	\$ 4.34 /ea.	N
14. B73 (V-Belt) Goodyear or equal	2	\$ 4.61 /ea.	N
15. B88 (V-Belt)Goodyear or equal	3	\$ 5.90 /ea.	N
16. B77 (V-Belt) Goodyear or equal	3	\$ 5.18 /ea.	N
17. B97 (V-Belt) Goodyear or equal	2	\$ 6.58 /ea.	Y
18. B112 (V-Belt) Goodyear or equal	4	\$ 7.55 /ea.	N
19. B128 (V-Belt) Goodyear or equal	6	\$ 8.54 /ea.	N
20. B144 (V-Belt) Goodyear or equal	3	\$ 9.66 /ea.	N
21. C96 (V-Belt)Goodyear or equal	7	\$ 12.03 /ea.	N
22. C195 (V-Belt) Goodyear or equal	8	\$ 24.21 /ea.	N
23. 3/BX83 (Banded Belt) Goodyear or equal	2	\$ NO BID /ea.	
24. 3/B128 (Banded Belt) Goodyear or equal	2	\$ 38.64 /ea.	N
25. 3L670 (FHP Belt) Goodyear or equal	2	\$ 2.48 /ea.	N
26. 3L190 (FHP Belt) Goodyear or equal	3	\$ 1.41 /ea.	N

27. 4/B144 (FHP Belt) Goodyear or equal

6

\$ 58.29 /ea.

N

WEBB DISTRIBUTORS, 8320 84TH N. 67TH AVENUE, GLENDALE AZ 85302

4.0 PRICING:

GROUP 5 - FAN BELTS: (continued)

DESCRIPTION	YEARLY EST QUANTITY	PRICE	STOCKED ITEMS (Y/N)
28. 4L210 (FHP Belt) Goodyear or equal	<u>14</u>	\$ <u>1.47</u> /ea.	<u>N</u>
29. 4L220 (FHP Belt) Goodyear or equal	<u>6</u>	\$ <u>1.47</u> /ea.	<u>Y</u>
30. 4L280 (FHP Belt) Goodyear or equal	<u>2</u>	\$ <u>1.54</u> /ea.	<u>Y</u>
31. 4L270 (FHP Belt) Goodyear or equal	<u>4</u>	\$ <u>1.52</u> /ea.	<u>N</u>
32. 4/B144 (Banded Belt) Goodyear or equal	<u>4</u>	\$ <u>58.29</u> /ea.	<u>N</u>
33. 4/BX100 (Banded Belt) Goodyear or equal	<u>2</u>	\$ <u>NO BID</u> /ea.	<u></u>

GROUP 6 – GASES:

1. Oxygen	<u>15 lb.</u>	\$ <u>3.79</u> /lb.	<u>Y</u>
2. Acetylene	<u>15 lb.</u>	\$ <u>11.53</u> /lb.	<u>Y</u>
3. Nitrogen	<u>15 lb.</u>	\$ <u>2.85</u> /lb.	<u>Y</u>
4. Non-Acid based Condenser Coil Cleaner	<u>1 gal</u>	\$ <u>7.33</u> /lb.	<u>Y</u>
5. Acid Base Condenser Coil Cleaner	<u>1 gal</u>	\$ <u>7.33</u> /lb.	<u>Y</u>
6. Scale Remover, Detergent Inhibitor Additives	<u>1 gal</u>	\$ <u>NO BID</u> /lb.	<u></u>

CONTRACT PERIOD:

TO COVER PERIOD ENDING

JANUARY 31, ~~2001~~ ~~31,2002~~ ~~2003~~ 2004.

SERIAL 98182-X

WILLING PUMP & SUPPLY CO., INC., 3735 W. CAMBRIDGE AVENUE, PHOENIX AZ 85009

4.0 PRICING:

B0604485/NIGP CODES : 03106, 03138

BLANKET PRICING FOR MANUFACTURERS WILL BE FOR ALL PARTS (BOTH A/C & EVAPORATIVE) TOOLS, COMPRESSORS AND A/C & EVAPORATIVE UNITS

GROUP 1 – BLANKET PRICING:

	Manufacturer/Company Published Price List of Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq. List, Jobber, etc.)	% Discount Off Price Column
10.	Berkley	<u>CATALOG #B1525P 2-1-98</u>	<u>LIST</u>	<u>20%</u>
34.	Myers	<u>CATALOG #PPL 298CEN</u>	<u>LIST</u>	<u>20%</u>
48.	Others (PLEASE LIST ANY OTHER MANUFACTURER'S NOT LISTED THAT YOUR COMPANY OFFERS AND YOUR COMPANY'S OR STORE'S OWN CATALOG.)			
	<u>CRANE-DEMING PUMPS</u>	<u>CATALOG #10 6-1-96</u>	<u>LIST</u>	<u>20%</u>
	<u>SCOT PUMPS</u>	<u>CAT.#115, 117, 122 & 131 1-98</u>	<u>LIST</u>	<u>20%</u>

* ATTN: Vendors please do not write "CURRENT" on the line. Only the date of the catalog being bid is acceptable.

Delivery: WILL CALL @ OUR DOCK Number of Deliveries per day: WILL CALL @ OUR DOCK

Time Restriction on Return of Parts: 30 DAYS Restocking Charge on Returned Parts: 20%

Does pricing extend to County employees? Yes X No

Vendor to indicate if other governmental agencies may purchase against this contract. X Yes No

F.O.B. Destination in accordance with **paragraph 1.5.** X Yes No

CAN COMPLY X CANNOT COMPLY (EXPLAIN DEVIATIONS) _____

10-25 (depending on item) % of discount off items not specifically listed in your contract.

TERMS:

NET 20 DAYS

FEDERAL TAX ID NUMBER:

~~86-0347793~~ **86-0417878**

TELEPHONE NUMBER:

(602) 246-6940

FAX NUMBER:

~~(602) 269-8677~~

CONTACT PERSON:

LARRY D. McMULLIN

VENDOR NUMBER:

~~860347793~~ **860417878**

CONTRACT PERIOD:

TO COVER PERIOD ENDING

JANUARY 31, 2001 ~~31, 2002 2003~~ 2004.

SERIAL 98182-X